1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON AT SEATTLE 7 LAUREL PARK TOWNHOMES NO. 8 ASSOCIATION, a Washington Non-Profit Corporation, COMPLAINT FOR DECLARATORY RELIEF Plaintiff, AND MONETARY DAMAGES 10 11 JURY DEMAND WESTCHESTER FIRE INSURANCE 12 COMPANY, a Pennsylvania Corporation; RLI INSURANCE COMPANY, an Illinois 13 Corporation; INSURANCE COMPANY OF THE 14|| WEST, a California Corporation; COMMONWEALTH INSURANCE COMPANY 15 OF AMERICA, a Delaware Corporation; ACCELERANT NATIONAL INSURANCE 16 COMPANY, a Delaware Corporation; NATIONAL SURETY CORPORATION, an 17 Illinois Corporation; FIREMAN'S FUND 18 | INSURANCE COMPANY, a California Corporation; THE AMERICAN INSURANCE 19 COMPANY, an Ohio Corporation; AMERICAN AUTOMOBILE INSURANCE COMPANY, a 20 Missouri Corporation; COUNTRY CASUALTY INSURANCE COMPANY, an Illinois Corporation; COUNTRY MUTUAL INSURANCE COMPANY, an Illinois Corporation; and DOE INSURANCE 23 COMPANIES 1–10, 24 Defendants. 25 Plaintiff Laurel Park Townhomes Association (the "Association") alleges as follows: 26 I. INTRODUCTION This is an action for declaratory judgment and monetary damages, seeking: STEIN, SUDWEEKS & STEIN, PLLC COMPLAINT FOR DECLARATORY RELIEF AND

MONETARY DAMAGES - 1

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- (A) A declaration of the rights, duties and liabilities of the parties with respect to certain controverted issues under insurance policies issued to the Association, respectively, by Westchester Fire Insurance Company, RLI Insurance Company, Insurance Company of the West, Commonwealth Insurance Company of America, Accelerant National Insurance Company, National Surety Corporation, Fireman's Fund Insurance Company, The American Insurance Company, American Automobile Insurance Company, Country Casualty Insurance Company, and Country Mutual Insurance Company (hereinafter collectively "Defendants"). The Association is seeking a ruling that the Defendants' policies provide coverage for damage at the Laurel Park Condominiums and that the above listed insurers are liable for money damages for the cost of investigating and repairing the damage at the Laurel Park Condominiums.
 - (B) Attorneys' fees and costs (including expert witness fees).
 - (C) Any other relief the Court deems just and equitable.

II. PARTIES AND INSURANCE CONTRACTS

- 2.1 <u>The Association</u>. The Association is a nonprofit corporation incorporated under the laws of the state of Washington with its principal place of business located in Seattle, Washington. The Association has the duty to maintain the common elements and any limited common elements of the Laurel Park Condominiums for the common enjoyment of the unit owners. The Laurel Park Condominiums consists of eight (8) buildings containing a total of twenty-two (22) residential units located in Seattle, King County, Washington.
- 2.2 <u>Westchester Fire</u>. Westchester Fire Insurance Company ("Westchester Fire") is a Pennsylvania domiciled insurer with its principal place of business in Philadelphia, Pennsylvania. Westchester Fire sold and issued property insurance policies to the Association and/or covering the Laurel Park Condominiums including, but not limited to, Policy No. IMS 447 920 (in effect from at least 08/01/1998 08/01/1999). The Association is seeking coverage under all Westchester Fire policies issued to the Association or covering the Laurel Park Condominiums at any time.

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1	Commonwealth including, but not limited to, Policy Nos. CICA 2319-1574 and CICA 2501-2104	
2	issued to the Association or covering the Laurel Park Condominiums.	
3	2.7 <u>NSC</u> . National Surety Corporation ("NSC") is an Illinois domiciled insurer with its	
4	principal place of business in Chicago, Illinois. NSC sold and issued property insurance policies to	
5	the Association and/or covering the Laurel Park Condominiums including, but not limited to,	
6	Policy No. AZC80844194 (in effect from at least 09/15/2009 – 09/15/2011). The Association is	
7	seeking coverage under all NSC policies issued to the Association or covering the Laurel Park	
8	Condominiums at any time.	
9	2.8 <u>FFIC</u> . Fireman's Fund Insurance Company ("FFIC") is a California domiciled insurer with	
10	its principal place of business in Chicago, Illinois. On information and belief, FFIC sold and issued	
11	property insurance policies to the Association and/or covering the Laurel Park Condominiums. The	
12	Association is seeking coverage under all FFIC policies issued to the Association or covering the	
13	Laurel Park Condominiums at any time.	
14	2.9 <u>TAIC</u> . The American Insurance Company ("TAIC") is an Ohio domiciled insurer with its	
15	principal place of business in Chicago, Illinois. On information and belief, TAIC sold and issued	
16	property insurance policies to the Association and/or covering the Laurel Park Condominiums. The	
17	Association is seeking coverage under all TAIC policies issued to the Association or covering the	
18	Laurel Park Condominiums at any time.	
19	2.10 <u>AAIC</u> . American Automobile Insurance Company ("AAIC") is a Missouri domiciled	
20	insurer with its principal place of business in Chicago, Illinois. On information and belief, AAIC	
21	sold and issued property insurance policies to the Association and/or covering the Laurel Park	
22	Condominiums. The Association is seeking coverage under all AAIC policies issued to the	
23	Association or covering the Laurel Park Condominiums at any time.	
24	2.11 <u>Country Casualty</u> . Country Casualty Insurance Company ("Country Casualty") is an	
25	Illinois domiciled insurer with its principal place of business in Bloomington, Illinois. On	
26	information and belief, Country Casualty sold and issued property insurance policies to the	
	Association and/or covering the Laurel Park Condominiums. The Association is seeking coverage	
	COMPLAINT FOR DECLARATORY RELIEF AND MONETARY DAMAGES - 4 STEIN, SUDWEEKS & STEIN, PLLC 16400 SOUTHCENTER PKWY, SUITE 410	

1	under all Country Casualty policies issued to the Association or covering the Laurel Park
2	Condominiums at any time.
3	2.12 <u>Country Mutual</u> . Holyoke Mutual Insurance Company in Salem ("Holyoke") sold and
4	issued property insurance policies to the Association and/or covering the Laurel Park
5	Condominiums including, but not limited to, WA0009105789-00 (in effect from at least
6	09/15/2011 - 09/15/2012), WA0009105789-01 (in effect from at least $09/15/2012 - 09/15/2013$),
7	WA0009105789-02 (in effect from at least 09/15/2013 – 09/15/2014), WA0009105789-03 (in
8	effect from at least 09/15/2014 – 09/15/2015), WA0009105789-04 (in effect from at least
9	09/15/2015 - 09/15/2016), and WA0009105789-05 (in effect from at least $09/15/2016 - 09/15/2016$)
10	09/15/2017). Effective January 1, 2017, Holyoke merged with Country Mutual Insurance
11	Company ("Country Mutual"), and, as a result, Country Mutual is the successor in interest to
12	Holyoke. Country Mutual is an Illinois domiciled insurer with its principal place of business in
13	Bloomington, Illinois. Country Mutual also sold and issued property insurance policies to the
14	Association and/or covering the Laurel Park Condominiums including, but not limited
15	to, WA0009105789-06 (in effect from at least 09/15/2017 – 09/15/2018), WA0009105789-07 (in
16	effect from at least 09/15/2018 – 09/15/2019), WA0009105789-08 (in effect from at least
17	09/15/2019 - 09/15/2020), WA0009105789-09 (in effect from at least $09/15/2020 - 09/15/2021$),
18	and WA0009105789-10 (09/15/2021 $-$ 09/15/2022). The Association is seeking coverage under all
19	Holyoke and/or Country Mutual policies issued to the Association or covering the Laurel Park
20	Condominiums at any time.
21	2.13 <u>Doe Insurance Companies 1–10</u> . Doe Insurance Companies 1–10 are currently unidentified
22	entities who, on information and belief, sold insurance policies to the Association that identify the
23	Laurel Park Condominiums as covered property.
24	2.14 <u>Laurel Park Insurers</u> . Westchester Fire, RLI, ICW, Commonwealth, Accelerant, NSC, FFIC
25	TAIC, AAIC, Holyoke, Country Casualty, Country Mutual, and Doe Insurance Companies 1–10
26	shall be collectively referred to as the "Laurel Park Insurers."

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2.15 <u>Laurel Park Policies</u>. The policies issued to the Association by the Laurel Park Insurers shall be collectively referred to as the "Laurel Park Policies."

III. JURISDICTION AND VENUE

- 3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.
- 3.2 Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) as the Laurel Park Insurers marketed and sold insurance to the Association in King County; a substantial part of the events giving rise to the claim occurred in King County; and the insured condominium buildings are located in King County.

IV. FACTS

- 4.1 <u>Incorporation by Reference</u>. The Association re-alleges the allegations of Paragraphs 1.1 through 3.2, above, as if fully set forth herein.
- 4.2 <u>Tender to Laurel Park Insurers.</u> In November 2023, the Association tendered claims for insurance coverage to the Laurel Park Insurers for hidden damage recently discovered by Evolution Architecture ("Evolution"). The Association understands from Evolution that the cost to repair the covered hidden water damage at the Laurel Park Condominiums is substantially over the jurisdictional limit of \$75,000.

V. FIRST CLAIM AGAINST THE LAUREL PARK INSURERS FOR DECLARATORY RELIEF THAT THE LAUREL PARK POLICIES PROVIDE COVERAGE

- 5.1 <u>Incorporation by Reference</u>. The Association re-alleges and incorporates by reference the allegations of Paragraphs 1.1 through 4.2, above, as if fully set forth herein.
- 5.2 <u>Declaratory Relief.</u> The Association seeks declaratory relief from the Court in the form of determinations regarding the following disputed issues:
- (A) The Laurel Park Policies cover the damage to weather-resistive barrier, exterior sheathing, wood furring, and framing at the Laurel Park Condominiums.

1	(B) No exclusions, conditions, or limitations bar coverage under the Laurel Park
2	Policies.
3	(C) The loss or damage to the Laurel Park Condominiums was incremental and
4	progressive. New damage commenced during each year of the Laurel Park Policies.
5	(D) As a result, the Laurel Park Policies cover the cost of investigating and repairing
6	the weather-resistive barrier, exterior sheathing, wood furring, and framing at the Laurel Park
7	Condominiums.
8	VI. PRAYER FOR RELIEF
9	WHEREFORE, the Association prays for judgment as follows:
10	6.1 <u>Declaratory Judgment Regarding Coverage</u> . A declaratory judgment that the Laurel Park
11	Policies provide coverage as described herein and that the Laurel Park Insurers are obligated to pay
12	money damages to repair the hidden damage at the Laurel Park Condominiums.
13	6.2 <u>Money Damages</u> . For money damages in an amount to be proven at trial.
14	6.3 <u>Attorneys' Fees and Costs of Suit</u> . For reasonable attorneys' fees and costs (including
15	expert fees). See Olympic Steamship Co. v. Centennial Ins. Co., 117 Wn.2d 37, 811 P.2d 673
16	(1991), and RCW 48.30.015.
17	6.4 Other Relief. For such other and further relief as the Court deems just and equitable.
18	VII. DEMAND FOR JURY TRIAL
19	7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial
20	by jury in this action of all issues so triable.
21	DATED this 6th day of December, 2023.
22	STEIN, SUDWEEKS & STEIN, PLLC
23	/s/ Jerry H. Stein /s/ Justin D. Sudweeks
24	/s/ Justin D. Suaweeks /s/ Daniel J. Stein /s/ Jessica R. Burns
25	Jerry H. Stein, WSBA 27721 Justin D. Sudweeks, WSBA 28755
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